

**City of West St. Paul
City Council Meeting Minutes
April 10, 2017**

1. Call to Order

Mayor Jenny Halverson called the meeting to order at 6:30 p.m.

2. Roll Call

Present: Mayor Jenny Halverson and Councilmembers John Bellows, Anthony Fernandez, Ed Iago, Dave Napier, Bob Pace and Dick Vitelli.

Others present: Interim City Manager Ryan Schroeder, Assistant City Manager Sherrie Le, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, Fire Chief Mike Potts, Police Chief Manila Shaver, Finance Director Joan Carlson and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to adopt the agenda with the following amendments:

- Old business addition 13.A. Resolution for Arrow Mower; and
- Consent Agenda – the volunteer report and rental licensing will hold discussion.

All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Halverson gave an overview of the Council work session held prior to the regular meeting. The following issues were reviewed and discussed:

- City Committees and Boards appointments and process for appointments; park and rec and environmental will be on next meeting
- Charter Commission vacancies and other news; and
- Various City Code changes for consideration and discussion.

6. Robert Street Review

Parks and Public Works Director Ross Beckwith gave an overview of the Robert Street project which begins final construction this week:

- North bound from Mendota will be reduced to a single lane – south to north;
- One lane heading south will be closed tomorrow for flag pole work;
- There are no detours for this year; signals are running but there is median work to be done; and
- This project should be done by the end of June; and if weather permitting, it could be done earlier.

7. Citizen Comments

Laura Gill, 1722 Robert Street at Robert Square – spoke in regards to the former auto shop in back of this shopping center. The center is currently zoned B4 and used to be zoned B3. It has been vacant for many years. She has an auto detailer that would like to rent space and asked staff and Council to consider an amendment to the zoning code. Director Jim Hartshorn said he will be in contact with her.

8. Council Comments

Mayor Halverson gave a little update on the following:

- The Major League Baseball Jr. Homerun Derby is going to be held at the WSP Dome on April 30. This event is free for youth ages 14 and under. Staff would like to register on the website at www.wspmn.gov.
- The annual Arbor Day event will be held on April 28th at Garlough Elementary School from 5 to 7:00 p.m. with a tree planting ceremony at 7:15 p.m.
- The annual Easter Egg Hunt is this Saturday at Harmon Park and is free. This year there is a petting zoo and Easter Bunny and there will be a raffle. Make sure you bring your own basket. This event is for ages 3 to 12 and no registration required.

Clpn. Bellows said the Hobby Lobby opened today and there was a very nice ribbon cutting event. A number of people are having their street improved this year. Notices went out to those affected and if you have a sprinkler system or other yard items, close to the curb, make sure this is taken into account prior to the work. We don't want to risk damage to items in the right-of-way. Call Mr. Rezac at 651-552-4131. The I & I was a painful process and if you need work done, this does not need to happen until you sell your property. However, one thing to consider is, if you are getting your street done, do your I & I work now; simply because, getting it done earlier rather than later is better for the homeowner.

Clpn. Iago said this Friday is the kick off dinner for the WSP Days Celebration. The dinner is at Southview Country Club. Also, the Yellow Ribbon Committee is in action again and Assistant City Manager Sherrie Le is heading the group. If you need information or want to learn more about this group or if you are a veteran or a veteran family member contact Sherrie at 651-552-4108. Finally, a thank you to Clpn. Napier for addressing the Grand Opening crowd at the Hobby Lobby store.

Clpn. Napier said we have invested a lot in Robert Street and it's nice to see new businesses come here. We are starting to see a little return on that investment. Welcome to Hobby Lobby and we are happy to have them in West St. Paul.

Clpn. Fernandez said the Hobby Lobby ribbon cutting was a very nice event and well attended by Council and city staff. Thanks to everyone for their participation. On April 22nd from 9:30 to 12:00 noon there is an Earth Day / Clean-Up Thompson Park event so come out and celebrate and help clean up this great park.

9. Proclamations, Presentations and Recognitions

A. Proclamation - Debbie Kermes Day on April 13th in the City of West St. Paul

Mayor Halverson read a Proclamation for Debbie Kermes Day on April 13th. Debbie is a long-time South Metro Fire employee who recently passed away and will be missed by family, coworkers, friends and the community. The proclamation is attached to these minutes and was presented to her husband and son.

Clpn. Ed Iago said he had the opportunity to work with Debbie, as the Council liaison to the South Metro Fire Board, and she was one of kind. No matter what his mood it was improved when I left. She absolutely brought a smile to every face. Thank for you for being here this evening.

B. Accept Donations

Motion was made by Clpn. Vitelli and seconded by Clpn. Bellows to adopt Resolution No. 17-27 graciously accepting the donations made by South Robert Street Business Association on the amount of \$1,000.00 for the Volunteer Appreciation Dinner and MedExpress Urgent Care in the amount of \$50.00 for the Annual Easter Event and Canine Donation from an anonymous source in the amount of \$1,100.00 and \$750.00 from the Sibley Booster Club. All members present voted aye. Motion carried.

10. Consent Agenda

- A. Previous Meeting and Work Session minutes from March 27, 2017;
- B. City Licensing;
- C. Rental Licensing;
- D. List of Claims;
- E. Accept 2016 Shared Volunteer Program Report (Assistant City Manager gave a report); and
- F. Rental License Renewal at 1425, 1435, and 1445 Bidwell Street (Community Development Director Jim Hartshorn gave a report). Clpn. Iago said thanks and congratulations to staff for their work with the property owners on these properties.

Motion was made by Clpn. Napier and seconded by Clpn. Iago to approve the consent agenda items as listed above and presented. All members present voted aye. Motion carried.

11. Public Hearing

A. Alley Vacation (Behind 158 Haskell)

City Attorney Korine Land gave an overview. As part of the redevelopment of 158 E. Haskell, the City is initiating the vacation of the unbuilt alley behind this lot. Alleys are vacated by ordinance, requiring two readings, one of which is a public hearing. Notice has been provided to the adjacent property owners informing them of the public hearing this evening.

The public hearing opened at 6:58 p.m.

John Schreiber, 153 East Mainzer Street asked for a little more information on this item.

The public hearing closed at 6:58 p.m.

Clpn. Vitelli explained to Mr. Schreiber that he and those properties included in this alley vacation would now own the alley right-of-way which abuts their property.

Motion was made by Clpn. Napier and seconded by Clpn Fernandez. to approve and adopt Ordinance No. 17-01 Providing for the Vacation of an Alley Right-of-Way between Mainzer Street and Haskell Street as presented. All members present voted aye. Motion carried.

B. Ordinance Amendment, Sections 150.021 & 94.38 Regarding the Height of Grass - Final Reading

Community Development Director Jim Hartshorn gave an overview. When the International Property Maintenance Code (IPMC) was adopted in the fall of 2015, the City opted to utilize language in the IPMC that allowed grass height up to 12 inches. The code previously only allowed grass height up to 8 inches. Staff has since discovered that the additional allowance in grass height has led to an increase in complaints and ultimately some very unsightly properties, especially with having to provide additional time to comply with the ordinance. As a result, Staff is recommending that Council approve the attached resolution to amend both the IPMC language and City Code language in reverting back to the 8 inch height allowance.

Clpn. Napier asked if prairie grass, that is 12 inches in height, would be allowed. Staff would leave this grass as-is said Community Development Director Hartshorn.

The public hearing opened at 7:02 p.m.

No one wished to speak.

The public hearing closed at 7:02 p.m.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to approve the final reading and adopt Ordinance No. 17-02 Amending Sections 94.38 and 150.021 regarding the height of grass as presented. All members present voted aye. Motion carried.

C. Zoning Ordinance Amendment, Section 153.236 regarding Adult Day Care Facilities in the I1 District - Final Reading

Community Development Director Jim Hartshorn gave an overview. Per the discussion at the February 13, 2017 Open Council work session, Staff has drafted the attached ordinance to allow Adult Day Care in the I1, Light Industrial District through a Conditional Use Permit. If you may recall, an interested party has inquired about opening a state licensed adult day care facility in some vacant office space at the DARTS property located at 1631-46 Marthaler Lane. However, current I1 zoning does not currently allow the use. If the proposed amendment is approved by Council, the interested party would then be required to submit a Conditional Use Permit application which would be reviewed by the Planning Commission and Council.

The public hearing opened at 7:04 p.m.

No one wished to speak.

The public hearing closed at 7:04 p.m.

Motion was made by Clpn. Iago and seconded by Clpn. Vitelli to approve the final reading and adopt Ordinance No. 17-03 Amending section 153.236 regarding Adult Day Care Facilities in the I1 District as presented. All members present voted aye. Motion carried.

12. New Business

A. Approve Consultant Contract for Sanitary Lift Stations 1 & 4 Project 18-2

Parks and Public Works Director Ross Beckwith gave an overview. The current 2017-2021 Capital Improvement Program (CIP) includes a 2018 project to reconstruct lift stations 1 and 4. Lift Station 1 was originally constructed in 1964 and is located on the northeast corner of Emerson Avenue and Sperl Street. Lift Station 4 was originally constructed in 1965 and is located just south of Mendota Road on the east side of Sunfish Lake Apartments. Both lift stations are at the end of their useful life and in need of replacement.

Staff recently issued a Request for Proposals (RFP) to three consulting engineering firms for engineering services. The consulting services will include a thorough review of existing infrastructure, design, plan/specification preparation, contract administration, construction

inspection (estimated), and as-built drawings for the project. All three consulting firms submitted proposals in response to the RFP and the proposal amounts are shown below.

Consulting Firm	Total Proposal Amount
Bolton & Menk, Inc.	\$ 142,340
SEH, Inc.	\$ 149,800
Foth, LLC	\$ 258,728

All three firms have experience with lift station design and replacement projects. Proposals were reviewed for project team experience, timelines and cost. Staff is recommending that Bolton & Menk, Inc. be chosen for this project.

Clpn. Bellows asked what criteria is used to recommend a contractor. Not all engineering staff review the criteria but we consider how the contractor can staff the project, will it be with junior staff with little to no experience to keep cost low; we look at how they are doing and what they have done and with this project we wanted to know what lift station work has been done by the company. We also talk to other cities. So the team, experience and cost are taken into consideration explained Director Beckwith. Cost does weigh heavy, but there are other variables.

Clpn. Vitelli said we got 53 years out of the current lift stations; he hopes that happens again.

Motion was made by Clpn. Bellows and seconded by Clpn. Vitelli to approve a contract with Bolton & Menk, Inc. for engineering services for the Sanitary Lift Stations 1 & 4 Project 18-2, for an hourly not-to-exceed contract amount of \$142,340.00 as presented. All members present voted aye. Motion carried.

B. Approve Contract Extension for Robert Street Landscape Project 11-3

Parks and Public Works Director Ross Beckwith gave an overview. The Robert Street landscaping contract with LS Black Constructors had a completion date of October 31, 2016. The contract with Eureka has a completion date of June 30, 2017. Based on how construction has to proceed throughout the corridor, LS Black cannot complete their work before Eureka has nearly finished.

Through discussion with LS Black, they are confident that a contract extension to June 30, 2017 will be attainable. This similar completion date between the two contractors keeps overall traffic impacts to Robert Street limited to the end of June. LS Black anticipates starting work mid-April.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to accept the staff recommendation and approve a contract extension to June 30, 2017 for LS Black Constructors for the Robert Street Landscape Project #11-3.

C. Approve Consultant Contract for Marthaler Park Project 18-3

Parks and Public Works Director Ross Beckwith gave an overview. The current approved CIP for 2018 includes \$1.5M for park improvements at Marthaler Park. The current master plan for this park was completed in 2001. As with previous park projects, including Harmon Park and the Sports Complex, the master plan needs to be updated prior to developing a specific improvement project for 2018. Master Planning for the park will include input from staff, Parks & Rec Advisory Committee, City Council and the public. This will insure the project includes all the current needs of the community.

Clpn. Napier said he is excited about this project; it's a nice park with a lot of amenities. There should be public involvement and I hope we learn more about this project. Clpn. Napier is the Council liaison to the Park Board and he wants to keep communication on this project open.

Mayor Halverson is also excited and wants to get the project going as well.

Clpn. Iago asked if staff will incorporate the neighbors on the north side of Marthaler Park to get their input. Director Beckwith said they should be involved. We want to get the community involved and they will be notified.

Motion was made by Clpn. Vitelli and seconded by Clpn. Bellows to approve a consultant contract with WSB & Associates for a total not to exceed the contract amount of \$103,568.00 for landscape architecture services on the Park Master Plan and for site development on the Marthaler Park Project #18-3 as presented. All members present voted aye. Motion carried.

D. Approve JPA with Dakota County for Wetland Analysis Program

Parks and Public Works Director Ross Beckwith gave an overview. Dakota County is requesting renewal of a JPA (Joint Powers Agreement) for cities in the county participating in the Wetland Health Evaluation Program (WHEP). WHEP is managed through the Dakota County Environmental Resources Department. Other cities participating include: Apple Valley, Burnsville, Eagan, Farmington, Hastings, Lakeville, Mendota Heights, Rosemount, and South St. Paul.

The way the program works is that cities select wetlands to be monitored for macroinvertebrates and plants within the wetland. The wetlands are monitored by a team of citizen volunteers. A number of training opportunities educate and prepare the volunteers on how to evaluate wetlands. The volunteers evaluate up to four wetlands in a city along with one wetland in a neighboring city. The wetland's health is determined by evaluating a specific set of parameters. Several quality control measurements are built into the program. One of the quality control measurements is a wetland evaluation cross check by a neighboring city team.

The program provides two primary benefits which are a good deal:

- 1) Environmental education for volunteers to become local experts in wetland health.

- 2) Information for cities - The data may be used by cities in a variety of applications, including assessments, wetland management plans, monitoring, analysis and other issues.

Motion was made by Clpn. Iago and seconded by Clpn. Napier to approve the Joint Powers agreement between Dakota County and the City of West St. Paul for the Wetland Health Evaluation program as presented. All members present voted aye. Motion carried.

E. An Interim Ordinance for the Prohibition of new Communication Towers and Antennas to allow for the Study, Adoption or Amendment of Official Controls Related to the City Code and Zoning Code

Community Development Director Jim Hartshorn gave an overview. This was discussed at the March 27 the Council work session. Personal communication providers are now requesting to locate cell antennae on utility poles, etc. within right-of-ways. Staff recently received a similar request. Although existing code would require a building permit, it is staff's opinion that the existing language should be reviewed to determine if additional regulations are needed.

Clpn. Iago asked if these are private vendors. Director Hartshorn said yes. Attorney Land said typically these are cell phone companies such as Verizon and T-Mobile. We need to review the code and place an up-to-a-year moratorium on this code in the interim.

Clpn Bellows, as the Council liaison to the Cable Commission, is familiar with this issue and he wants to make sure:

- 1) This is a city wide moratorium even though it is right-of-way issue;
- 2) While the moratorium is up-to-a-year, the time that we will address this is a shorter time. Attorney Land said yes, we should be able to review this issue and our code in a shorter time period.
- 3) The brokers that come in seek to minimize the city ability to locate the small cell / tower site on public power poles, light poles and limit our ability to regulate and charge reasonable fees. This may seem like everyone would be in favor but this is an organized effort for the brokers benefit.

Clpn. Napier said he spoke during the last work session about this issue. The issue came to our attention via the League of MN Cities and we thank them for paying attention to us and this issue. They will be a good resource on how we address this issue. We need some regulatory control in the right-of-way. This is the first step and all cities dealing with this will come up with good material for us to work with.

Motion was made by Clpn. Pace and seconded by Clpn. Vitelli to approve the first reading of an ordinance for the Prohibition of New Communication Towers and Antennas to allow for the Study and Adoption or Amendment of Official Controls Related to the City Code and Zoning Code as presented. All members present voted aye. Motion carried.

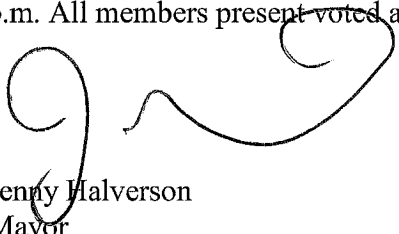
13. Old Business

This item was discussed at a previous meeting. The business, Arrow Mower, needs better access due to Robert Street construction.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to adopt Resolution No. 17-28 Arrow Mower to Facilitate Better Access and acknowledge the EDA is taking title and possession of the said County Property (PID 428368000010). All members present voted aye. Motion carried.

14. Adjourn

Motion was made by Clpn. Iago and seconded by Clpn. Vitelli to adjourn the meeting at 7:25 p.m. All members present voted aye. Motion carried.



Jenny Halverson
Mayor
City of West St. Paul

PROCLAMATION
Debbie Kermes Day
April 13, 2017

WHEREAS, Debbie Kermes was employed by the South St. Paul Fire Department since April 13, 1987; and

WHEREAS, in 2008 Debbie continued her employment and was part of the merger between South St. Paul and West St. Paul Fire Departments which formed South Metro Fire Department; and

WHEREAS, Debbie saw many changes during her 30 years of Fire Department service including moving to Station 1 in West St. Paul, serving under seven Fire Chiefs, five with the South St. Paul Fire Department and two with the South Metro Fire Department; and staying on top of every day changes that affected the lives of everyone that she worked with every day; and

WHEREAS, Debbie was considered “mom”, “sister” and “friend” to the firefighters, listening to and comforting them after tragic calls or just everyday life situations; and

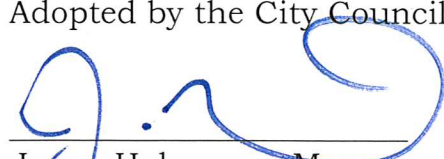
WHEREAS, Debbie was dedicated and loyal to her community and her coworkers forming many lasting friendships and relationships during her 30 years of employment; and

WHEREAS, Debbie showed kindness and professionalism to all, whether it was representing the fire department on a committee, assisting at a community event, or working with school youth as they toured the fire department; and

WHEREAS, Debbie will be missed and forever remembered as she passed away on March 19, 2017.

NOW THEREFORE, BE IT RESOLVED, that the Honorable Mayor Jenny Halverson and the Councilmembers of the City of West Saint Paul, do hereby proclaim the 13th day of April 2017 as **Debbie Kermes Day** in the City of West Saint Paul.

Adopted by the City Council of West. St. Paul on the 10th day of April, 2017.



Jenny Halverson, Mayor
City of West St. Paul

On Motion of Vitelli

Seconded by Bellows

CITY OF WEST ST. PAUL
DAKOTA COUNTY / STATE OF MINNESOTA

RESOLUTION NO. 17-27

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the South Robert Street Business Association has donated \$1,000 to pay for food and the City's Volunteer Appreciation Event; and

WHEREAS, MedExpress Urgent Care has donated \$50 toward the cost of the Annual Easter Celebration. This is a first time donation from this new business and the donation will help offset the cost to run the event; and

WHEREAS, an anonymous business has donated \$1,100 toward the cost of the Police Department Police Canine Program; and

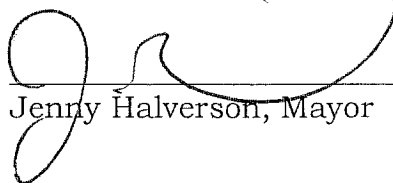
WHEREAS, the Sibley Hockey Booster Club has donated \$750 to help offset the cost of the Annual Easter Celebration; and

WHEREAS, the Mayor and City Council acknowledges the South Robert Street Business Association, Med Express Urgent Care, the Sibley Hockey Booster Club and the anonymous business for their generosity and extends the City's appreciation to all parties for their donations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the above described donations and authorizes the staff to expend these funds in the manner described by these organizations.

Adopted by the City Council of the City of West St. Paul this 10thth day of April, 2017.

Ayes: 6 Nays: 0



Jenny Halverson, Mayor

Attest: 

Chantal Doriott, City Clerk

RESOLUTION NO. 17- 28

WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

WHEREAS, Dakota County ("County") owns certain real property in West St. Paul identified as PID 428368000010 ("County Property"), which is located on Crawford Drive, immediately adjacent to 141 Wentworth Avenue East ("Arrow Mower"); and

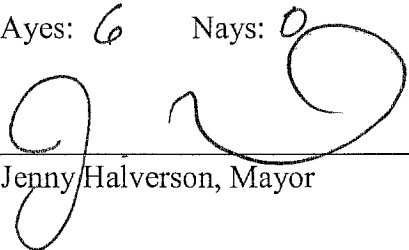
WHEREAS, in order to facilitate better truck access to Arrow Mower the City is willing to construct a curb cut and concrete apron on Crawford Drive on the County Property for the benefit of Arrow Mower;

WHEREAS, the County has no public purpose for the County Property and is willing to deed it to the City for the construction of such access improvements; and

WHEREAS, the City or its Economic Development Authority are willing to take title and possession of the County Property for the reasons stated herein.

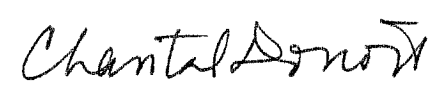
NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that it is willing to take title and possession of the County Property to facilitate an access from Crawford Drive to 141 Wentworth Avenue East.

Adopted by the City Council of the City of West St. Paul this 10 day of april, 2017.

Ayes: 6 Nays: 0


Jenny Halverson, Mayor

Attest:



Chantal Doriott, City Clerk

**CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. 17-01

AN ORDINANCE PROVIDING FOR THE VACATION OF AN ALLEY RIGHT-OF-WAY BETWEEN MAINZER STREET AND HASKELL STREET

The City Council of West St. Paul does ordain:

SECTION 1. Pursuant to Minn. Stat. § 412.851 and West St. Paul City Code Section 95.55 on its own motion, with a vote of four of its members, the City Council may vacate any street, alley or public right-of-way within the City by Ordinance.

WHEREAS, the City of West St. Paul wishes to vacate the following described right of way situated in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A; and

WHEREAS, notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota; and

WHEREAS, the City Council of West St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of West St. Paul has determined that the vacation would be in the public interest.

NOW THEREFORE, the City of West St. Paul does ordain:

1. That the City of West St. Paul, pursuant to the West St. Paul City Code Section 95.55, hereby vacates the right of way situated in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A.
2. That pursuant to Minnesota Statutes § 160.29, Subd. 2, the City reserves, unto itself and other utility providers, a permanent easement for drainage and utility purposes, over, across, under and through the right of way situated in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A, including the right of the City, its contractors, agents and servants, and other utility providers, to enter upon said premises at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto, and to maintain the above easement area, any improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of said pipes,

conduits or mains and the further right to remove from the easement area trees, bushes, herbage, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the easement, pipes, conduits, or mains.

3. That said vacation has no relationship to the City's Comprehensive Plan and therefore the West St. Paul City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the West St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 10 day of April, 2017.

Ayes: 6 Nays: 0



Jenny Halverson, Mayor

Attest:



Chantal Doriott, City Clerk

Exhibit A

The entire twenty (20) foot wide alley dedicated in Block 1 of WEST SIDE REAL ESTATE COMPANY'S ADDITION TO THE CITY OF SOUTH ST. PAUL, Dakota County, Minnesota, and more particularly described as the twenty (20) foot wide alley lying easterly of the southerly extension of the west line of Lot 7 of said Block 1 to the northwesterly corner of Lot 8 of said Block 1, and lying westerly of the southerly extension of the east line of Lot 1 of said Block 1 to the northeasterly corner of Lot 14 of said Block 1.

scale 1 in. = 50 ft.

HAWLEY & NEWELL
(Civil Eng'rs.)

Examined and approved this 29th day
of June 1857.

J. B. Bailey
City - Aug.

I hereby certify that the above plat of
West Side Park Outside Company's
Addition to the city of South St Paul was duly
examined and accepted by the common Council of
a meeting held June 22, 1896
Attest: M. S. Groff Mayor
City Clerk

The hereby certify to having surveyed and plotted the property described on this map as the West Side Real Estate Co's Addition to the City of South St Paul and that there are gaps at the corners of the blocks as shown on this plot and the same is correct.

Handley Threlwell
Civil Engineers

State of Missouri) & On this 27th day of
County of Taney
June 1871, personally appeared before the undersigned, H. C. Howell of and in the firm of Howell & Howell to me well known and acknowledged that he executed the foregoing certificate as his own free act and deed.

C H Penderick
Notary Public
Riverside & Illinois

I desire to certify that the West Side Real Estate Com-
pany, a corporation, operating under the laws and government of the
State of New York, is the owner of Lots 8
lying on the Heights between the A.P. Paul, and have caused the
same to be surveyed and plotted and accepted thereupon
the West Side Real Estate Co. in addition to the City of South
A.P. Paul as shown by this plat and hereby dedicates to
the public and for the purposes forever of the State and
Alleges as herein indicated. Witness our hands and
the Corporate Seal of the above named Corporation this

Second day of July
In presence of
Hon. L. M. Mason
A. L. Lewis

[illegible]

187 West Ldg. Real Estate Company
by Conrad A. Herf. President (Seal)
Edward J. Smith (Seal)

Expos. Bond & Transfer
Entered of July 11th 1817
Wm. C. Smith
County Auditor
By Bro. K. H. H. H.

State of Maryland }
County of Prince George } On the 20th day of June A.D. 1867
I, J. P. Smith, a Justice of the Peace for said county, do hereby certify that
Comd. A. Kent and Edward Smith & me, personally known, who-
being by me duly sworn did say that said Comd. A. Kent is
President and said Edward Smith is Secretary of the West Side
Rail Road State Company, a Corporation, and that the seal of said
to the foregoing instrument, is the Corporate seal of said
Corporation, and that said instrument was signed and sealed
in behalf of said Corporation by authority of its Board of
Directors. And that Comd. A. Kent and E. S. Edwards have
acknowledged said instrument to be the free and voluntary
act and deed of said Corporation. Witness my hand and official
seal the 20th day of June A.D. 1867.

Alfred L Lewis
Notary Public
Railway Co. *Albany*

Ord. No. 17-0 2

**CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING
WEST ST. PAUL ORDINANCE SECTIONS 94.38 &
150.021 REGARDING THE HEIGHT OF GRASS**

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul Ordinance Section 94.38 is hereby amended as follows:

94.38 OWNERS RESPONSIBLE FOR TRIMMING, REMOVAL AND THE LIKE.

- (A) All property owners shall be responsible for the removal, cutting or disposal and elimination of weeds, grasses and rank vegetation or other uncontrolled plant growth on their property, which at the time of notice, is in excess of ~~42~~ 8 inches in height.
- (B) These provisions shall not apply to an area established with meadow vegetation if:
- (1) The prior vegetation is eliminated and the meadow vegetation is planted through transplanting or seed by human or mechanical means; and
 - (2) A sign is posted on the property in a location likely to be seen by the public, advising that a meadow or prairie is being established. This sign must be no smaller than ten inches square, no larger than one square foot, and no higher than three feet tall.
- (C) *Violations.* A person who creates, maintains, permits or allows a condition on property in violation of this section will be deemed to have created a public nuisance subject to abatement as provided in City Code Chapter 94.

SECTION 2. AMENDMENT. West St. Paul Ordinance Section 150.021 is hereby amended as follows:

150.021 MODIFICATION TO IPMC.

The following provisions of the IPMC are modified as follows:

- (A) Section 102.3 of the IPMC is replaced as follows:
- Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy shall be done in accordance with the procedures and provisions of the Minnesota State Building Code (MSBC), established pursuant to Minnesota Statutes §§ 16B.59 to 16B.75, as amended from time to time, and as adopted by the City. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the MSBC or the City of West St. Paul City Code.

(B) Section 102.7 of the IPMC is replaced as follows:

Provisions in referenced codes and standards. The codes and standards referenced in this Code shall be those listed in Chapter 8 of the IPMC, and shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and the MSBC, the most restrictive shall apply.

(C) Section 103.1 of the IPMC is replaced as follows:

General. The Community Development Department of the City is responsible for administering the provisions of this Code, and the official in charge thereof shall be known as the Code Official.

(D) Section 302.3 of the IPMC is replaced as follows:

Sidewalks and driveways. All parking and driveway areas must be maintained and free of hazardous conditions including but not limited to large cracks, potholes, dirt, sand, glass, trash, and debris, including shopping carts and other storage or carrying devices. December 1 through April 15 of each year, sand or other abrasive materials may be applied to paved surfaces to aid traction. However, all materials must be removed by April 15 of each year. Parking areas must be marked with painted stripes to delineate the parking spaces and driving areas, and the paint must be maintained in good condition.

(E) Section 302.4 of the IPMC is replaced as follows:

302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 8 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(EF) The following Sections of the IPMC are deleted: Section 104.3 - Right of entry; Section 106 - Violations; Section 107 - Notices and Orders; Section 109.6 - Hearing; Section 110 - Demolition; Section 111 - Means of Appeal; Section 302.8 - Motor Vehicles; and Section 302.9 - Defacement of property.

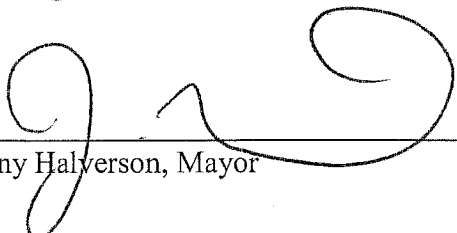
(FG) The following definitions in Section 202 are deleted and replaced with Definitions in City Code § 150.022: Code Official, Dwelling Unit, Let for Occupancy.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 10 day of April, 2017.

Ayes: 6

Nays: 0



Jenny Halverson, Mayor

Attest:



Chantal Doriott, City Clerk

Ord. No. 17-03

**CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING
WEST ST. PAUL ZONING ORDINANCE SECTION 153.236
REGARDING ADULT DAY CARE FACILITIES
IN THE I1 ZONING DISTRICT**

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul Zoning Ordinance Section 153.236 is hereby amended as follows:

Within the I-1 Light Industrial District, no structure or land shall be used for the following uses, except by conditional use permit:

- (A) Uses which are permitted under § 153.235, which could involve the storage or use of materials that explode;
- (B) Essential service structures;
- (C) Radio or television transmission towers;
- (D) Satellite dish antennas greater than one meter (39 inches) in diameter. See § 153.396;
- (E) Open storage, provided all of the following conditions are met.
 - (1) Open storage shall be accessory to the principal use conducted within a building and shall not be a principal use by itself such as junk yards or contractors' storage yards.
 - (2) Open storage shall be limited to an area not larger than 50% of the ground coverage of the principal building and shall be located behind the principal building and not in side or front yard areas and not abutting a public street.
 - (3) Open storage areas shall be surfaced with concrete or asphalt and shall be subject to the screening provisions of § 153.209(C).
 - (4) If a Residential District abuts the property, the open storage area shall be setback from the property line on the side at least 50 feet.
- (F) Accessory structures;
- (G) Motor vehicle sales or rental when display and storage is entirely within a building;
- (H) Tattoo, body piercing or body art establishment, provided they meet the conditions in § 153.171.
- (I) Pawnshops, provided they meet the conditions in § 153.171.
- (J) Bingo halls, provided they meet the conditions in § 153.171(D).

(K) Pyrotechnic special effects material storage that weighs in excess of 125 pounds, which can be increased to 250 pounds, if the pyrotechnic special effects material is stored in a building that has automatic sprinklers. The weight of material shall be determined by the standards set forth by the National Fire Protection Association;

(L) Learning center, business or trade school when conducted entirely within a building;

(M) Hospitals;

(N) Chemical dependency treatment facility serving a total of up to 16 persons. The facility may not be located in a duplex or multi-family dwelling unless it occupies the entire structure. The facility shall be located at least 600 feet, when measured in a straight line from the property line in which the facility is located to the property line of the following:

(1) A licensed child day care facility;

(2) A public or private educational facility classified as an elementary, middle, junior high or senior high school; or

(3) Single-family or two-family use.

(O) Sexually-oriented establishment, as regulated by §§ 153.455 through 153.459;

(P) Dog training facility, provided all of the following conditions are met.

(1) Any such facility shall be set back at least 500 feet from residentially zoned property as measured in a straight line from the nearest edge of the outdoor training area to the property line of residentially zoned property.

(2) Outdoor training facilities shall include an enclosed building with restrooms.

(3) The outdoor area to be used for the dog training facility shall be completely enclosed with a fence that is at least four feet in height.

(4) Adequate off-street parking shall be provided, as determined by the Zoning Administrator.

(5) Outdoor areas shall be maintained in a clean and sanitary condition at all times. Solid waste material shall be removed at least daily and disposed of in a sanitary manner.

(6) Lighting shall not exceed zero foot-candles at the abutting property line.

(7) The facility shall not be operated between 10:00 p.m. and 7:00 a.m.

(8) No dogs shall remain unattended in outdoor areas.

(9) No permanent outdoor pens are allowed with the exception of a separate outdoor relief area.

(10) A maximum ratio of one person to four dogs is allowed in the outdoor areas at any given time.

(Q) Used merchandise stores; and

(R) Learning center, business or trade school when conducted entirely within a building.

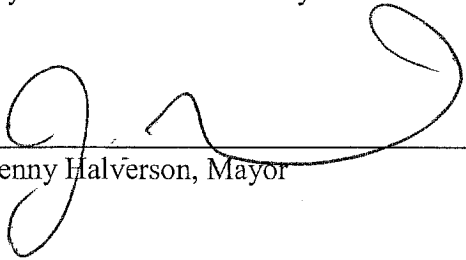
(S) State Licensed Adult Day Care Facilities.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 10 day of April, 2017.

Ayes: 6

Nays: 0



Jenny Halverson, Mayor

Attest:



Chantal Doriott, City Clerk

**JOINT POWERS AGREEMENT
BETWEEN DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL
FOR THE WETLAND HEALTH EVALUATION PROGRAM**

The parties to this Agreement are the County of Dakota, a political subdivision of the State of Minnesota (County) and the City of West St. Paul (City), a governmental and political subdivision of the State of Minnesota. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

**SECTION 1
PURPOSE**

The purpose of this Agreement is to facilitate the analysis of wetlands located with the City through the Dakota County Wetland Health Evaluation Program (WHEP), which is coordinated and managed by the County, to obtain data and other information to assist both parties in performing their responsibilities under the Minnesota Wetland Conservation Act.

**SECTION 2
TERM**

Notwithstanding the date of the signatures of the parties, the term of this Agreement shall commence on January 1, 2017, and shall continue in full force and effect until December 31, 2021, unless earlier terminated by law or according to the provisions of this Agreement.

**SECTION 3
COOPERATION**

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**SECTION 4
EXERCISE OF POWERS**

The parties to this Agreement agree that the County shall administer the funds collected hereunder and disburse these funds for expenses incurred by WHEP.

**SECTION 5
POWERS AND DUTIES OF THE COUNTY**

- 5.1 The County shall administer the WHEP funds on behalf of the City.
- 5.2 The County shall serve as fiscal agent for the funds collected hereunder. The County shall establish and maintain such funds and accounts as may be required by generally accepted accounting practices.
- 5.3 The County may apply for and accept gifts, grants, loans and money, other property or assistance from federal or state agencies, or any other person to carry out the WHEP in Dakota County.
- 5.4 The County may use funds to hire and retain a monitoring coordinator, a non-profit agency, consulting firms and such other personnel as may be needed to provide the services contemplated under this Agreement. Notwithstanding the foregoing, the parties agree that WHEP is a volunteer based program and that data collection shall be performed solely by volunteers trained by the County. All volunteers participating in the WHEP shall be considered agents of the County and not agents of the City.

SECTION 6 FUNDING

On or before March 31 each year of the term of this Agreement, the County shall provide to the City a complete WHEP fee schedule for that calendar year, including an itemization of the fee for analyzing each wetland and the fee for performing a quality assurance recheck to enable the City to evaluate whether to participate in the WHEP for that year. If the City elects to participate in the WHEP for that year, the City shall notify the County and the County shall provide the services described herein. On or about July 1 of each year that the City elects to participate, the County shall submit an invoice to the City for the WHEP fees for that year and the City shall remit payment to the County within 30 days after receipt of such invoice.

SECTION 7 WHEP TIMELINE

The parties agree to the following timeline for each year of the term of this Agreement:

Spring	The County shall provide a WHEP fee schedule to the City and the City shall notify the County if the City elects to participate in the WHEP for that calendar year and identify the specific wetlands to be analyzed.
Late Spring and Summer	Trained volunteers shall collect data regarding the quantity and variety of plants and macroinvertebrates within each City designated wetland, making note of any invasive species sighted. A consultant hired by the County shall conduct a quality assurance recheck based on monitoring protocols.
Fall	The consultant hired by the County shall compile and analyze the data collected for all wetlands within the City under the WHEP and prepare a written report on the same.
Winter	The County shall deliver to the City the consultant's written report and the data collected for all wetlands analyzed within the City.

SECTION 8 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 9 AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY:	Georg Fischer or successor, Director Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124
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TO THE CITY: Jenny Halverson or Successor, Mayor
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 9.2 **LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison

Paula Liepold

Telephone: (952) 891-7117

Email: paula.liepold@co.dakota.mn.us

City Liaison

Ross Beckwith or successor

Telephone: 651-322-2091

Email: rbeckwith@wspmn.gov

**SECTION 10
TERMINATION**

Either party may terminate this Agreement at any time upon 90 days written notice to the other party.

**SECTION 11
GENERAL PROVISIONS**

- 11.1 **COMPLIANCE WITH LAWS/STANDARDS.** The City and the County agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible.
- 11.2 **EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 11.3 **CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and the City.
- 11.4 **RECORDS RETENTION AND AUDITS.** Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

- 11.5 **MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and the City.
- 11.6 **ASSIGNMENT.** Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.
- 11.7 **GOVERNMENT DATA PRACTICES.** For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13.
- 11.8 **MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.
- 11.9 **MERGER.** This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
- 11.10 **SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

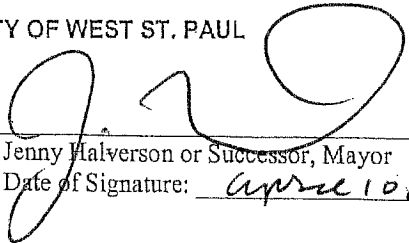
APPROVED AS TO FORM:

DAKOTA COUNTY

/s/Helen R. Brosnahan August 11, 2016
Assistant County Attorney/Date
KS-16-243-009
County Board Res. No. 16-_____

By _____
Georg Fischer or successor, Director
Environmental Resources Department
Date of Signature: _____

CITY OF WEST ST. PAUL

By 
Jenny Halverson or Successor, Mayor
Date of Signature: April 10, 2017

By Chantal Doriott
Chantal Doriott or Successor, City Clerk
Date of Signature: April 11, 2017